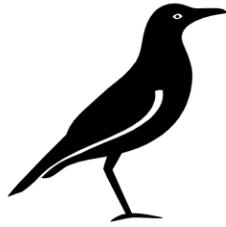


# TERMS & CONDITIONS



# STARLING

## BURGERS

Starling Strasbourg SAS

These Terms of Use (“Terms”) apply to any website, mobile or tablet application, or other on-line service or platform (“Services”) controlled and operated by Starling Strasbourg SAS, (“Starling Burgers”). Starling Burgers requires that all users of the Services agree to the terms and conditions below. By accessing and using the Services, you and any entity you represent (“You”) signify Your agreement with these Terms. If You do not agree with the Terms, You should not use the Services. These Terms also govern our interactions with You on third party platforms.

### Use of the Services

The main purpose of the Services is to provide You with information about Starling Burgers and to provide information about Starling Burgers’s products and services. You shall use the Website for lawful purposes only. Any User conduct that in the sole discretion of Starling Burgers restricts or inhibits any other user from using or enjoying the Services will not be permitted. You shall not use the Services to advertise or perform any commercial solicitation or promotion. By using the Services, You confirm that You are legally permitted to use the Services.

All content on the Services, including but not limited to text, images, graphics, and sound files (“Content”), is subject to intellectual property rights and other rights owned or controlled by Starling Burgers. You may not use, reproduce, transmit, modify, amend, create derivative works, distribute, republish, upload, download, or post the Content without the prior written consent of Starling Burgers. Such action violates Starling Burgers’s intellectual property and any other

rights under the applicable laws. Starling Burgers does not transfer any property rights or issue any license by allowing use of the Services.

You are responsible for any devices, software, and services needed to use the Services. Starling Burgers does not guarantee the Services will properly function on any particular device or software. You are responsible for any charges You incur on Your computer, tablet, mobile device, or other device You utilize to use and interface with the Services. You are responsible for all activity You conduct for any account You create or open in association with the Services.

You must be age 18 to use the Services without supervision. The Services are not to be used by children younger than age 13. Persons who are age 13 or older but younger than age 18 (or the age of majority in their jurisdiction of residence) may only use the Services with the permission and under the supervision of a parent or guardian who has reviewed and agreed to these Terms. Please see our Privacy Policy for more information relating to children's privacy as it relates to the Services.

#### Submissions

All remarks, suggestions, ideas, graphics, or other information ("Submissions") that You communicate through the Services will become subject to Starling Burgers's unlimited use, wherein Starling Burgers will have a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, transferable license to use the Submissions in any manner and for any purpose, including promotional and advertising purposes, without compensation to You. Starling Burgers has no obligation to treat Submissions as confidential. You may only provide Submissions that are original, that You have the right to provide, and that do not infringe on others' rights.

You may not provide any Submissions if you are under age 13. If You are older than age 13 but younger than the age of majority in Your jurisdiction of residence (e.g., age 18), You may provide submissions only with the permission and under the supervision of a parent or guardian, wherein Your parent or guardian is responsible for any legal liability relating to Your Submissions.

#### Warranty Disclaimer and Limitation of Liability

The Services are provided on an "as is" basis without warranties of any kind, express or implied. Starling Burgers disclaims all warranties as to merchantability and fitness for a particular purpose. Starling Burgers does not warrant that: the Services will be uninterrupted or error-free; defects will be corrected; or the Services and server that make the Services available are free from viruses or other harmful components. Starling Burgers further does not make any warranty or representation as to the accuracy, reliability, content, or completeness of search results or other information or services provided through the Services. These warranty disclaimers may not apply to You to the extent that applicable law does not allow the exclusion of such warranties. Starling Burgers may make changes or improvements to the Services at any time.

You expressly agree that use of the Services is at Your sole risk, and You assume total responsibility for use of the Services. Starling Burgers is not responsible for any loss You may

incur as a result of using the Services. You agree that Starling Burgers shall not be liable for any damages, losses, or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, destruction, unauthorized access to, or alteration of the Services, whether for breach of contract, tortious behavior, negligence, or any other cause of action. You agree that Starling Burgers is not responsible for any losses or damages arising out of the loss or theft of user information transmitted from or stored on a computer or device or from unauthorized or fraudulent transactions associated with the Services. You agree that Starling Burgers is not liable for the defamatory, offensive, or illegal conduct of other users or their parties and that the risk of injury from the foregoing rests entirely with You. Starling Burgers, or any person or entity involved in creating, producing or distributing any of the Services, will not be liable for any losses or damages, including (without limitation) direct, indirect, incidental, special, consequential and/or punitive damages, or lost profits arising out of the use of or inability to use any of the Services or any content contained therein. This section is not intended to limit Starling Burgers's liability for damages to the extent caused by Starling Burgers's own gross negligence or intentional or unlawful misconduct. This section is not intended to limit or alter Your rights as a consumer that cannot be limited or altered under applicable law.

#### Indemnity

You agree to indemnify, defend, and hold harmless Starling Burgers, its content providers, and their respective officers, directors, shareholders, employees, agents, successors, licensees, distributors, affiliates, and assigns from any and all third party claims, demands, liabilities, costs and/or expenses, including attorneys' fees, arising out of or in connection with Your use or activities relating to the Services, Content, or Submissions, including: (1) Your use of the Services; (2) Your on-line conduct in connection with the Services; (3) Your (or anyone acting under Your password, user name, or other identifier) violation or breach of these Terms; (4) Your failure to comply with applicable laws or regulations in connection with the Services; (5) Your negligence, willful misconduct, or violations of the intellectual property or other rights of any person or entity in connection with the Services; (6) any of Your dealings or transactions with other persons or third party platforms resulting from use of the Services; and (7) Your breach of any of the agreements, representations, and warranties set forth in these Terms.

#### Third Party Sites

Starling Burgers may on occasion provide links and pointers to websites maintained by third parties. Unless otherwise specified, Starling Burgers does not operate or control any information, products, or services on these third party websites. Starling Burgers does not state and expressly disclaims that it has the consent of third parties operating such websites to provide a link or pointer to such websites. Starling Burgers does not endorse and is not responsible for the accuracy or reliability of any site to which any of the Services is linked or any opinion, content, advice, statement or information made or provided in any such third party site.

#### Copyright Notice

Starling Burgers respects the rights of copyright holders and expects its Services users to do the same. Starling Burgers has a policy of responding expeditiously to notices of copyright

infringement committed through use of the Services if such claims are reported to Starling Burgers's designated Copyright Agent, named below, and thus reserves the right to remove infringing content from the Services and to terminate or limit Services access to users who repeatedly infringe copyrights. If You believe that Your work has been copied in a way that constitutes copyright infringement, please provide Starling Burgers's Copyright Agent a notice with the following information required by the Digital Millennium Copyright Act, 17 U.S.C. § 512:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

Information reasonably sufficient to permit us to contact the complaining party;

A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please send the notice and any other inquiries under the Digital Millennium Copyright Act to:

Starling Burgers

E-mail: [copyright@starling-burgers.com](mailto:copyright@starling-burgers.com)

Starling Burgers will take whatever action, in its sole discretion, it deems appropriate to respond to the notice. In doing so, Starling Burgers may notify the user who submitted the infringing content. If You have been notified that Your content on the Services is infringing, You may submit a counter-notice to the Copyright Agent with sufficient information for Starling Burgers to consider in taking any action.

DO NOT make false claims. Misuse of this process may result in termination of Your access to the Services and/or other legal consequences, including costs and attorneys' fees. If You are uncertain whether an activity constitutes infringement, You should seek the advice of an attorney.

Privacy

Starling Burgers appreciates Your use of the Services and respects Your privacy. You can review the Privacy Policy for a list of the Services.

Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS.

Starling Burgers hopes to resolve any issues You have with the Services before needing a

formal legal case. Before filing a claim against Starling Burgers, You agree to try to resolve the dispute informally by contacting Customer Service as shown below or by mailing the details of Your issue to the following: Starling Burgers Burgers, Attn: Legal Department, 4199 Campus Drive, 9th Floor, Irvine, CA 92612. If Starling Burgers is unable to informally resolve Your issue, You may proceed with a dispute against Starling Burgers in accordance with the conditions herein.

Except for certain types of disputes described below, You agree that disputes between You and Starling Burgers (whether such disputes involves a third party) relating to these Services will be resolved by binding, individual arbitration. ARBITRATION IS MANDATORY AND FINAL. You should be aware that discovery and rights to appeal in arbitration are generally more limited than in a lawsuit, and other rights that You would otherwise have in court may not be available in arbitration.

Notices of arbitration should be sent to Starling Burgers's address provided above. There shall be one arbitrator agreed to by the parties within twenty days of receipt by the respondent of the request for arbitration or in default thereof appointed by Starling Burgers.

Neither You nor Starling Burgers will participate in a class action or class-wide arbitration for any claims. You are giving up Your right to participate as a class representative or class member on any class claim You may have against Starling Burgers including any right to class arbitration or any consolidation of individual arbitrations. Neither You nor Starling Burgers will participate in a class action or class-wide arbitration for any claims covered by this agreement to arbitrate. You and Starling Burgers each waive rights to trial by jury or to participate in a class action lawsuit or class-wide arbitration. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies, or awards that conflict with these Terms.

In the event that the agreement to arbitrate is found not to apply to You or Your claim, You and Starling Burgers agree that any judicial proceeding (other than small claims actions as described herein) will be brought in Starling Burger's local jurisdiction.

#### Modifications

Starling Burgers may revise these Terms on occasion.

#### Trademark Ownership

The following trademarks are used and owned by Starling Burgers Burgers.

#### Miscellaneous

These Terms constitute the entire agreement of the parties and supersede all previous written or oral agreements between the parties with respect to the Services. These Terms will be

governed by the French laws., notwithstanding any conflicts of laws principles. Starling Burgers's failure to enforce a provision is not a waiver of its right to do so later. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect. You may not assign any of Your rights under these Terms, and any such attempt will be void. Starling Burgers may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. Nothing contained in this agreement shall create any association, partnership, or agency or joint venture between Starling Burgers and You.

Contact [termsandconditions@starling-burgers.com](mailto:termsandconditions@starling-burgers.com) if you have any questions relating to the Terms or Services,